

Vagabond Adventure Club

Terms & Conditions Of Membership

Section 1

Club Purpose, Membership & Fees

1.1 The purpose of the Vagabond Adventure Club (hereinafter referred to as the 'Club') is to provide comfortable and affordable accommodations, on a shared or private basis, during selected weeks or times of the year, and/or to provide or co-ordinate adventure activities, for like-minded individuals, couples and families who enjoy adventure sports and activities.

1.2 Application for membership in the Club is open to any person aged 21 years and older, excluding any person that has previously been expelled from the Club, and excluding any person with a felony criminal record in any US or Canadian jurisdiction or any equivalent criminal record in any other country.

1.3 Prospective Members may apply for membership by completing and signing a Written Application Form available online at <https://VagabondAdventureClub.com/Vagabond/Application1.cfm>, and submitting that as a PDF file to Support@VagabondAdventureClub.com. In addition to the Application Form, prospective Members are also required to submit a copy of a Government Issued Photo Identification Card or Document (e.g. US/Canadian Driver's License, Photo Page Of Passport, etc.) in PDF or JPeg format (hereinafter referred to as 'Photo ID'). A one-time Initiation Fee will be payable by the prospective Member at the time of application. All Member Applications will be reviewed by the Club and either accepted or denied. If accepted, the Membership will then be Active and the Member will be e-mailed log-in details to the Members section of the Website ('Members Portal'), and the Member will then be able to request reservations and enjoy the other benefits of membership.

1.4 If an active Member is unable to secure a Confirmed Reservation within 30 days of first becoming a Member, then the Member may terminate the Membership and request a 100% refund of their Initiation Fee.

1.5 Memberships are renewable annually on the anniversary of each year following the first year of membership, and on payment of an Annual Membership Fee. Married Spouses and/or Co-Habitation Partners (hereinafter referred to as 'Couples') will each need to submit a Membership Application and Photo ID if using 'Shared Accommodations', but only one Initiation Fee and Annual Membership Fee will be payable by such Couples. Only Members and Couples will be able to occupy 'Shared Accommodations', but Members and their family or personal friends (hereinafter referred to as 'Guests') will be able to occupy 'Private Accommodations' along with such Members, subject to the provisions of these Terms & Conditions Of Membership and any amendments hereto (hereinafter referred to as 'Terms').

1.6 All Members agree to abide by these Terms, and any resort rules and regulations (hereinafter referred to as 'Resort Rules') applicable at any Club Resort. Club Resorts may amend their Resort Rules at any time. Additionally amendments to these Terms may be promulgated by the Club at any time. Members will be deemed to have been notified of all amendments hereto, once such amendments have been sent to the Member's e-mail address on file with the Club. A Member's continued participation in the Club and/or use of any Club Accommodations, Facilities, Features or Benefits will be deemed acceptance by a Member of all such amendments. Current Terms will be updated and available at the <https://VagabondAdventureClub.com> (hereinafter referred to as the 'Club Website').

Section 2

Club Accommodations

2.1 Club Accommodations are divided into two Categories of Accommodations: 'Private Accommodations' and 'Shared Accommodations'.

2.1.1 Private Accommodations are Accommodations where a Member and their Guests, occupy a Club Unit together. For such Private Accommodations, the Member must be personally present during the entire period of occupancy of Club Unit, and will be personally responsible for the behavior of their Guests, and will be held personally liable for any and all Incidental Expenses and/or Damages to a Club Unit or its contents (hereinafter referred to as 'Expenses'), during their occupancy period, irrespective of whom among their Guests may have incurred or caused such Expense.

2.1.2 Shared Accommodations are where a Members, or Spouses or Co-Habiting Partners (hereinafter referred to as 'Couples'), agree to share a Club Unit with other Club Members or Couples. With Shared Accommodations, Members or Couples will each have the exclusive use of a bedroom in a shared Club Unit, either with a shared bathroom or with a private bathroom on suite.

2.1.3 Members occupying on a Shared Accommodations basis agree to be responsible and liable for any and all Incidental Expenses and/or Damages to a Club Unit or its contents (hereinafter referred to as 'Expenses') incurred by them and/or their Spouse or Cohabiting Partner; as well as a pro-rated share of any and all Expenses incurred jointly by all the Members and Couples sharing a Club Unit. Such Pro-Rations of Joint Expenses will be allocated on per occupant basis, rather than a per Member basis.

2.1.4 Members occupying on a Shared Accommodations basis agree that some special additional provisions need to be in place to ensure a pleasant and safe stay for all involved. These provisions shall apply only to Share Accommodations:

2.1.4.1 With Shared Accommodations, each Member or Couple will be assigned a specific bedroom (hereinafter referred to as an 'Assigned Bedroom') in the shared Club Unit. The Assigned Bedroom is for the exclusive use of the Member or Couple to which it has been assigned (hereinafter referred to as the 'Bedroom Assignees') and entry into an Assigned Bedroom by anyone other than those Bedroom Assignees is not permitted without the specific and unanimous permission of the Bedroom Assignees. If such permission is disputed by the Bedroom Assignees, the onus of proof that such unanimous permission was granted to the person who entered the Assigned Bedroom (hereinafter referred to as the 'Entree') shall rest with the Entree. Unauthorized entry into such an Assigned Bedroom by an Entree, may be regarded as an act of criminal trespassing. Should Bedroom Assignees feel endangered, unsafe or violated by a Entree entering their Assigned Bedroom without their permission, Bedroom Assignees should contact local law enforcement in regard thereto. Members and Couples are advised not to leave valuables in their Assigned Bedroom or in the Club Unit when they are not present therein.

2.1.4.2 With Shared Accommodations, each Member or Couple will either have a private bathroom 'on-suite', or will be required to share one or more bathrooms with other Members or Couples with whom they are sharing a Club Unit. Members or Couples who do not have a private bathroom 'on suite', should maintain the shared bathroom in the utmost state of cleanliness, ensuring that they clean the shower or bath tub, and the toilet after each use. No personal hygiene products (tampons, etc.) should ever be flushed down a toilet, and if a toilet

becomes blocked, the person causing the blockage should use a plunger if available to unblock the toilet, or call Resort Maintenance at the earliest convenience to have the toilet unblocked. Bathroom doors should be locked when in use. No personal items or toiletries should be left in a shared bathroom after use.

2.1.4.3 Members or Couples having to use a shared bathroom should take one bathroom towel each (i.e. per person) from the shared bathroom, and keep this in their Assigned Bedroom for their exclusive use for the period of their stay. Some resorts may offer a mid-week towel exchange. Members and Couples are advised to inquire with resort management regarding the availability of any such towel exchange arrangements.

2.1.4.4 Members and Couples agree to keep other shared areas in a Club Unit in a clean and habitable state. All skiing and snowboarding equipment, excluding boots and other clothing items, should be stored in the specific areas provided for such purposes. Members and Couples using kitchen appliances, pots, pans, plates, cups, mugs, glasses, utensils, silverware and other such items, should rinse and place such items in the dishwasher, which should be run at least once a day or as required.

2.1.4.5 Members and Couples should come to agreement between themselves regarding cooking and use of kitchen appliances for such purposes, whether to share meals or cook separate meals, etc. Shared Club Unit facilities should be shared on an equitable basis between such Members and Couples. Please be as considerate as possible towards other Members and Couples regarding all shared facilities in Shared Accommodations and please obey the 'Golden Rule' to treat others the way you would like to be treated by them.

2.1.4.6 Members and Couples agree that the period between the hours of 10pm and 7am shall be regarded as 'quiet time' in the shared Club Unit. During these hours Members and Couples should respect the right of other Members and Couples with whom they share the Club Unit to peace and quiet, and all such Members and Couples shall refrain from or engaging in any activities or use of any devices that may cause excessive noise such as to disturb the peace and quiet of other Members and Couples with whom they share the Club Unit. During these hours, living room TV's should be kept at a low volume if in use, and kitchen cooking facilities should not be used.

2.1.4.7 Members and Couples should refrain from discussion of political, religious and other controversial subjects with other Members and Couples with whom they are sharing a Club Unit, unless all Members or Couples sharing a Club Unit agree otherwise. Discussions of potentially controversial matters often lead to a hostile or uncomfortable environment for some of the Members and/or Couples in Shared Accommodations and therefore should be avoided.

2.1.4.8 No persons under 18 years of age (hereinafter referred to as a 'Minor') may occupy Shared Accommodations unless accompanied by a parent or legal guardian who is a Member. The Club reserves the right to request proof of parenthood or legal guardianship of any such Minor from an accompanying Member, but shall not be obliged to do so, for any Shared Accommodations. Any such parent or legal guardian assumes full responsibility such a Minor while cohabitation such Shared Accommodations with other Members and their Guests.

2.1.4.9 No persons other than Members, Couples and Guests registered with the Club when requesting a reservation may occupy or 'sleep over' in such a shared Club Unit, unless unanimously agreed to by all Members or Couples sharing such a Club Unit.

2.2 Smoking and vaping is prohibited in all Club Units, and may be restricted at Club Resorts per the Resort Rules. Smoking and/or vaping by a Member, Couple or Guest in violation of these Terms and/or Resort Rules, will render the Member liable to the Club for liquidation damages of up to \$300 per incident or such amount imposed by the Club Resort, whichever amount is greater.

2.3 All Members, Couples or Guests are prohibited from possession or use of any illegal substance as defined by state law based on the state in which the Club Resort concerned is located. Any Member, Couple or Guest found in violation of this section will render the Member liable to the Club for liquidation damages of up to \$1,000 per incident or such amount imposed by the Club Resort, whichever amount is greater, and such Member, Couple or Guest may be prosecuted criminally per State, County or City Laws.

2.4 All Members, Couples or Guests are prohibited for bringing pets and/or animals into any Club Resort or any Club Unit, unless specifically authorized to do so in writing by the Club, except for registered Service Animals as defined by State and/or Federal Law, and as permitted by the Club Resort being visited. Any Member, Couple or Guest found in violation of this section will render the Member liable to the Club for liquidation damages of up to \$500 per unauthorized pet or animal, or such amount imposed by the Club Resort, whichever amount is greater.

2.5 Parking at some Club Resorts may be limited and for this reason the resort may restrict Member and Guest parking to one or two vehicles per Club Unit booked. If this is the case, then this will be disclosed under the resort details section of the Club Website, and the method of allocation of such parking will be specified there. For Shared Accommodations there may not be sufficient on-site resort parking for all Members and Couples. If this is the case, available parking will be allocated on a first-come, first-served basis at time of Reservation Confirmation, and any Members or Couples unable to secure on-site resort parking will be advised of alternative parking options near the Club Resort as applicable.

2.6 Notwithstanding any other provisions of these Terms, should any person enter an Assigned Bedroom in Shared Accommodations without permission from the Bedroom Assignees, or a Club Unit without permission from the Occupying Member or their guests, for the purposes of rendering bona fide emergency assistance in a life threatening situation to any person within such Assigned Bedroom or Club Unit, then such person entering the Assigned Bedroom or Club Unit and rendering such emergency assistance is deemed to have been granted permission by the Bedroom Assignees or Occupying Member or their guests, as the case may be, and such entering shall not be regarded as unauthorized or unlawful.

2.7 The total number of persons, adults and children may not exceed a Resorts occupation limitations as may be the case for any Club Unit.

2.8 Where Members occupying a Club Unit on a Private or Shared Occupancy basis, dispute liability for any Expense or any Expense assignment, then these will be dealt with per the Dispute Resolution Procedure specified in Section 7 these Terms.

Section 3

Accommodation Reservations, Confirmations & Cancellations

3.1 Only Members may reserve Club Units and/or other Club Accommodations. These may be Private Accommodations or Shared Accommodations as specified herein. In order to reserve Club Accommodations, Club Members will initially submit a Reservation Request for those Club Accommodations. Depending on whether the Club Accommodations requested have been deployed on 3rd Party Platforms such as AirBnB, VRBO, etc., and the level of integration with such platforms, will determine whether the Accommodations are Pre-Confirmed or not. Sometimes Pre-Confirmation will occur immediately, but at other times could take up to

24 hours. Members may cancel any Reservation Requests **PRIOR** to Pre-Confirmation at no expense to the Member, save for a 5% Processing Fee if the Member has already paid the Accommodation Fee.

3.2 All Reservations will require payment in full within 24 hours of Pre-Confirmation. Failure by a Member to pay the Accommodation Fees within 24 hours of reservation Pre-Confirmation may result in cancellation of the Reservation by the Club and the Member will then be liable for a \$75 Cancellation Fee.

3.3 For Shared Accommodation only, the Member must provide the Club with a copy of each of their Guests' Government Issued Photo ID within 48 hours of a Reservation Request being Pre-Confirmed by the Club. Failure by a Member to provide copies of Guests' Photo ID's to the Club within 48 hours of reservation Pre-Confirmation may result in cancellation of the Reservation by the Club and the Member will then be liable for a \$75 Cancellation Fee.

3.4 Once the Club has received payment for a Pre-Confirmed Reservation, and once any and all Guest Photo ID copies (for Shared Accommodations only) have been received by the Club, then the Reservation will receive Final Confirmation, which is also referred to as a 'Confirmed Reservation'.

3.5 Following Final Reservation Confirmation, the Member may cancel the Confirmed Reservation up to 45 days prior to the Member's Check-In Date for a 100% refund of their Accommodation Fees, less a 5% Processing Fee. Members canceling a Confirmed Reservation between 44 and 30 days prior to the Member's Check-In Date, will qualify the Member for a 50% refund of their Accommodation Fees. Members canceling a Confirmed Reservation between 30 and 15 days prior to the Member's Check-In Date, will qualify the Member for a 25% refund of their Accommodation Fees. Any cancellation of a confirmed reservation by a Member within 14 days or less of the Member's Check-In Date will result in a 100% forfeiture by the Member of their Accommodation Fees. Members MUST request all Reservation Cancellations online at the Member's Portal.

3.6 All Members are advised to take out travel and travel cancellation insurance. The Club will not refund any Accommodation Fees no matter the cause, outside of the specific provisions of this Article, or unless the Accommodations are rendered uninhabitable or forcibly closed by some government authority, decree, order or law having jurisdiction in the location where the Accommodations are physically located. Members will also not be refunded any Accommodation Fees due to any restrictions on flights, transportation, car hire, etc. which may prevent a Member or any person within their travel group from getting to the Accommodations. Additionally, the Club will not be liable or responsible for the failure of any travel or cancellation insurance policy, taken out by a Member, to cover or payout on any cancellation of the Accommodations by the Member, irrespective of the reason or cause therefore.

3.7 The Club may reject any and all Reservation Requests, and may cancel Confirmed Reservations, for any reason and at any time, including but not limited to any government or local authority mandates, any Force Majeure per Section 10 hereof, or should the Accommodations become uninhabitable or otherwise unavailable for any reason whatsoever. Should the Club reject any Reservation Request or cancel any Confirmed Reservations per this section, then the Club's sole liability to the Member, any Couple and/or any Guests shall be a 100% refund of any Accommodation Fees paid to the Club by such a Member.

3.8 Access to Club Units, and resort facilities, shall be by way of Key, Key Card or Numeric Code. Instructions will be provided following reservation as to how access to Club Unit will be provided to Members, Couples and their Guests. All Members, Couples and their Guests agree to keep the access means to such Club Units and resort facilities secure and confidential, and not to share such access means with any persons other than those authorized to access such Club Units and resort facilities for the reserved time period.

Section 4

Other Club Facilities, Features & Benefits

4.1 From time to time, the Club may offer Members and their Guests certain ancillary facilities, features and benefits. Some of these may be offered to Members only and some to Members and their Guests. Some may be free of charge, while charges or contributions may be required from Members and/or their Guests for use of, or participation in, such facilities, features and benefits.

Section 5

Membership Termination

5.1 Membership in the Club is voluntary and may be terminated by either a Member or the Club at any time, and for any reason, simply by one party giving 7 days written or e-mailed notice to the other party. Should a Membership be terminated for whatever reason, then this may preclude a person from being accepted as a Member again in the future

5.2 After 7 days following termination of membership, a Member's liability for any Annual Renewal Fees will terminate, but any Initiation and/or Annual Renewal Fees already collected by the Club will be forfeited by the Member, and will not be refunded. Any bank account or credit card authorized for payment of Annual Renewal Fees and scheduled for collection within 7 days of termination of Membership, may still be collected by the Club, and if collected may be forfeited by the Member, and may not be refunded by the Club to the Member. Failure by a Member to pay an Annual Renewal Fee, Accommodation Fees, or Assigned Expenses when due, shall be automatic grounds for termination of a Membership by the Club (but may be re-instated at the sole discretion of the Club once any passed due amounts have been paid in full by the Member).

5.3 Notwithstanding the provisions of this Section 5, should a Membership be terminated by either a Member or the Club, and should the Member have an existing Confirmed Reservation in a Club Unit, either on a Private Accommodations or Shared Accommodations basis, then the Member and their Occupying Party will be deemed to still be bound by these Terms, irrespective of the date of the termination of their membership herein. Consequently these Terms shall survive termination of a Member's membership in the Club, but once a Membership has been terminated, such Members will be prohibited from making any further Accommodation Reservations in Club Units, or participating in other Club facilities, features and benefits not already confirmed and paid for as may be applicable.

5.4 Additionally, and notwithstanding the provisions of Section 5.3 hereof, where a Membership is terminated by either a Member or the Club, then the Club may, in their sole and absolute discretion, terminate any and all Confirmed Reservation in a Club Unit made by such a terminated Member. In such a case, the Club will then refund such a terminated Member 100% of such a Member's Accommodation Fees paid for such a terminated Confirmed Reservation.

Section 6

Indemnity & Hold Harmless

6.1 Members, Couples and Member's Guests acknowledge that many activities carry inherent risks and agree that Members, Couples and Guests assume the entire risk arising out of their access to and use of Club Units, Accommodations (both Private and Shared Accommodation), and any other facilities, features and benefits offered by the Club, to the maximum extent permitted by applicable law. This means it is the Member's responsibility to investigate all Co-Occupying Members and Couples in Shared Accommodations, as well as the safety, access, location and desirability of all Accommodations, or other facilities, features and benefits

offered by the Club, to determine suitability of such Accommodations, facilities, features and benefits for Members, Couples and Guests.

6.2 Members and Couples acknowledge that Share Accommodations may carry unique risk of illness, bodily injury, disability, or death, and Members and Couples freely and willfully assume those risks by choosing to participate in or reserve such Share Accommodations.

6.3 Members, Couples and Guests irrevocably agree, to the maximum extent permitted by applicable law, to release, defend, indemnify, and hold harmless the Club, it's officers and it's operators; as well as any Club Property, Club Property Provider or such Club Property's Management, Resort Association or other similar entity or persons associated therewith; from and against any claims, liabilities, damages, losses, theft of personal property and valuables, and expenses, including, without limitation, reasonable legal and accounting fees, for whatever reason, and including but not limited to interactions with any Members or Couples in Shared Accommodations, whether at a Club Property or at any other location associated with the Club, or in reference to any and all operations of the Club including but not limited to Club Accommodations, and any other facilities, features and benefits offered by the Club.

6.4 Member warrants that they have clearly communicated these Terms to all Spouses, Co-Habiting Partners and Guests of legal age and stature, who may be using Club Units, and/or any other facilities, features and benefits offered by the Club, and that such persons have individually conceded and agreed to be bound by these Terms jointly and severally with the Member, to the maximum extent permitted by applicable law.

6.5 Disputes between Members (and/or persons in their party) and other Members (and/or persons in their party), shall be settled between such Members (or persons in their party) outside of the provisions of these Terms and their Membership in the Club, save for the provision that the Club may terminate any Membership of any Member whom the Club deems to have acted in an anti-social manner in or in violation of the spirit of the 'Golden Rule' (i.e. 'to treat others as you yourself would like to be treated'), in the Club's sole and absolute discretion, and as per the provisions of Section 5 hereof. The provisions of the other Sub-Sections of this Section 6 apply to all such disputes between Members (and/or persons in their party) and other Members (and/or persons in their party), and no Member (and/or persons in their party) shall have any recourse against the Club regarding such disputes or the outcomes thereof.

Section 7

Disputes Resolution & Arbitration

7.1 All disputes between a Member and the Club regarding assignment of Expenses or any other matters, shall be initially be dealt with in the following manner:

7.1.1 A Member (hereinafter referred to as the 'Disputing Member') disputing the assignment of Expenses to that Member or any other matters disputed by the Disputing Member, MUST be set-out in writing to the Club. Such a notice (hereinafter referred to as a 'Dispute Submission') shall include all pertinent details regarding the matters disputed, and any relief sought by the Disputing Member. Such disputed matters shall only include disputes between Disputing Member and the Club. Disputes between Members (and/or persons in their party) and other Members (and/or persons in their party), shall be dealt with as per the provisions of Section 6.5 of these Terms.

7.1.2 Disputes Submissions pertaining to assigned Expenses, must receive by the Club within 21 days of mailing by the Club of notice of such assignment Expenses to the Member.

7.1.3 The Club may then request other Members or parties who may have bearing on the Dispute Submission to submit in writing comments, information or evidence relating thereto. The Club will

then endeavor to respond to the Disputing Member within 45 days of receipt of such Dispute Submission setting out the Club's Decision (hereinafter referred to as the 'Dispute Decision') regarding the Dispute Submission. Should the Club be unable to respond to the Dispute Submission within 45 days of receipt thereof for whatever reason, including but not limited to any lack of response from any other Members or parties from whom comment, information or evidence were requested, then the Club may extend its response time to the Disputing Member for a further 45 days.

7.1.4 If the Disputing Member does not agree with the Dispute Decision, the Disputing Member may respond thereto by submitting additional written information or evidence (hereinafter referred to as an 'Additional Submission'), within 14 days of receiving the Dispute Decision, supporting the Member's disagreement with the Dispute Decision. The Club may then request other Members or parties who may have bearing on the Dispute Submission for comments, information or evidence in writing relating thereto. The Club will then endeavor to respond to the Disputing Member within 45 days of receipt of such Additional Submission setting out the Club's Revised Decision (hereinafter referred to as the 'Revised Decision') regarding the Dispute Submission and the Additional Submission. Should the Club be unable to respond to the Additional Submission within 45 days of receipt thereof for whatever reason, including but not limited to any lack of response from any other Members or parties from whom comment, information or evidence were requested, then the Club may extend its response time to the Disputing Member for a further 45 days.

7.1.5 Should any information contained in the Dispute Submission, or a subsequent Additional Submission, indicate that a party other than the Disputing Member or the Club may be liable for assignment of an Expense or a pro-rated share of such an Expense, then the Club may, at its sole and absolute discretion, re-assign some or all of the Expense in question to such other party. If that party is a Member, then that Member shall have the same rights to this Dispute Resolution Procedure as the original Disputing Member.

7.1.6 In order for a Member to participate in the Dispute Resolution Procedure specified in Sections 7.1.1 through 7.1.6 of these Terms, a Member must be in good standing with the Club and have paid all amounts due to the Club, including any and all amounts under dispute. Should the Club's Dispute Decision or the Club's Revised Decision result in a full or partial refund of an assigned Expense already paid by the Member to the Club, then the Club will promptly remit to the Member such full or partial refund as applicable by way of check payment. On acceptance and cashing or banking of such full or partial refund check, the Disputing Member will be deemed to have accepted the refund received as full and final settlement in the dispute and will be estopped from any further claims in regard to the matter against the Club.

7.2 Should any disputes between a Member and the Club not be resolved as per Section 7.1 of these Terms, then Members and the Club agree that any such disputes or claims arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, will be settled by binding individual arbitration as follows:

7.2.1 Arbitration will be governed by the Federal Arbitration Act (hereinafter referred to as the 'AAA') and administered by AAA in accordance with arbitration rules (hereinafter referred to as the 'AAA Rules') determined to be applicable by the AAA and in effect at that time, except as modified herein.

7.2.2 Members and the Club agree that the following causes of action and/or claims for relief are exceptions to the Arbitration provisions of Section 7.2 and sub-sections thereof, and will be brought in a judicial proceeding in a court of competent jurisdiction as per Section 8 of these Terms:

7.2.2.1 Any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g. imminent danger, commission of a crime, etc.); or

7.2.2.2 A request for the remedy of public injunctive relief. Members and the Club agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to the Federal Arbitration Act.

7.2.3 A Member may initiate arbitration by filing a completed written demand (available at www.adr.org) with the AAA, and a copy of such demand being sent to the Club as specified by the AAA Rules. AAA Rules are available at www.adr.org.

7.2.4 The arbitration hearing will be conducted via phone or video conference; or if all parties agree, solely by the submission of documents to the arbitrator.

7.2.5 A Member's fees and their share of the arbitrator's compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

7.2.6 The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

7.3 Members and the Club acknowledge and agree that they are each waiving their right to a trial by jury as to all arbitrable Disputes.

7.4 Members and the Club acknowledge and agree that, to the fullest extent permitted by law, they are each waiving their right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless the Club agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this section as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from these Terms to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this section, then Members and the Club agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitral claims, causes of action and requested remedies are resolved by the arbitrator.

7.5 Except as provided in Section 7.4 of these Terms, in the event that any portion of these Terms are deemed invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining Terms.

7.6 This Section 7 will survive any termination of these Terms and will continue to apply even if Membership of a Member in the Club is terminated.

Section 8

Governing Law, Entire Agreement & No Waiver

8.1 Terms will be interpreted in accordance with the laws of the State of Georgia and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings that are excluded from the arbitration provisions of these Terms must be brought in state or federal court located in Cherokee County, Georgia, unless both parties agree to some other location. Members and the Club consent to venue and personal jurisdiction in Cherokee County, Georgia.

8.2 These Terms constitute the entire agreement between Members and the Club.

8.3 Should the Club fail to enforce any right or provision in these Terms, then this will not constitute a waiver of such right or provision unless acknowledged and agreed to by the Club in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

Section 9

Notices & Communications

9.1 Unless specified otherwise, any notices or other communications to Members permitted or required under these Terms, will be provided electronically via e-Mail to Members. Each Member is responsible for ensuring that the Club has an active and functional e-Mail address for the Member on file, and each Member should ensure that e-Mails transmitted from the Club are not blocked by that Member or any service provider used by that Member, or any software used by that Member or their service providers. Transmission of an e-Mail by the Club to a Member will be deemed to have been received by the Member, unless the Club receives notification within 24 hours that such an e-Mail was not delivered to the Member.

9.2 Unless specified otherwise, any notices or other communications by Members to the Club permitted or required under these Terms, may be sent either electronically via e-Mail to the Club at support@vagabondadventureclub.com, or by prepaid US Mail to Vagabond Adventure Club, 5891 Hwy 92, Acworth GA 30102. Where such notices or other communications are sent via e-Mail to the Club by a Member, the Club will acknowledge receipt thereof within 24 hours via return e-Mail to the Member. Should a Member NOT receive such acknowledge of receipt thereof within 24 hours, then the Member should mail such notices or other communications by prepaid US Mail as provided herein. On receipt of any mailed notices or other communications, the Club will acknowledge receipt of such notices or other communications from the Member via e-Mail. No notices or communications by Members to the Club will be deemed to have been received by the Club until acknowledged by the Club.

Section 10

Force Majeure

10.1 The Club shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Section 11

Operator & Agreement

11.1 The Club is operated as a division of Vagabond Adventures LLC (hereinafter referred to as the 'Operator'), a Georgia Limited Liability Company, located at 5891 Hwy 92, Acworth GA 30102. These Terms shall constitute a contract between the Club/Operator and each Member on acceptance by the Club of a prospective Member's Written Application for Club Membership. Membership will only be 'Active' once the Club has received the Initiation Fee from the Member.

Version: 1.00 Dated: 11/17/2022